

HEC mail
P.O. Box 3067
Brentwood
37024
X

COVENANTS

BK 1077 PG 705

This instrument prepared by:
HARDING UNIVERSITY, INC.
P.O. Box A
Seneca, Ark 72149

WHEREAS, HARDING UNIVERSITY, INC. shown on the PLAN OF FOXBORO ESTATES, Section 11, as of record in Book 18, page 51, Register's Office for Williamson County, Tennessee, and are desirous of imposing certain restrictions upon all the lots for the protection and benefit of themselves and all future owners of lots in said subdivision.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL BENEFITS ARISING BETWEEN THE SAID OWNER AND ALL FUTURE OWNERS OF LOTS IN SAID SUBDIVISION, THERE IS HEREBY IMPOSED UPON ALL THE LOTS IN SAID SUBDIVISION, THE FOLLOWING LIMITATIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON ITSELF, ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF 30 YEARS FROM DATE HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

1. All lots in this subdivision shall be known and described as residential lots.
2. All houses erected in the subdivision shall have the following minimum square footage:
 - a. For one story or split level houses, exterior foundation walls will provide 1800 square feet plus a carport or 2 car garage attached, a split level house having 1800 square feet on main floor is permissible without attached garage or carport.
 - b. For basement or split foyer type house, 1800 square feet on the main floor.
 - c. For full two-story, a minimum of 2000 square feet, plus an attached garage.
 - d. No concrete blocks shall be exposed. Exterior walls shall be at least 70% brick or stone or be approved by developers.
3. No buildings shall be constructed or maintained on any lot nearer the front of the lot than the setback line, as shown on the recorded plan provided, however, open porches, either covered, bay windows, steps or terraces, shall be permitted to extend in front of the setback line, so long as the remaining portion of the structure does not violate the setback line. No residence shall be constructed less than 20 feet from the side lot line and the total distance of both side liens from the dwelling shall be a minimum of 40 feet.
4. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
5. Drainage easements as shown on the recorded plat shall be for the purpose of constructing, maintaining, opening or widening storm drains, sewage line and open ditches.
6. No noxious or offensive operations shall be conducted or maintained on any lot, and nothing shall be done on any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.
7. No trailer, tent, garage, barn or other out-building shall be erected or used as either a temporary or permanent residence. No house trailer or houseboat can be parked on any of the lots.
8. No poultry, livestock, or animals shall be allowed or maintained on any lot, and nothing shall be done on any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.
9. The sewerage system from any residence, shall be approved by The City of Brentwood Health Department. Water shall be supplied by State approved public water supply system.
10. A perpetual easement is reserved on each lot as shown on the recorded plat for the construction and maintenance of utilities, such as electricity, gas, water and sewage. No structure of any kind shall be erected or maintained upon or over said easement except those necessary for utility purposes.
11. No lot or lots as shown on the recorded plat shall again be subdivided, resubdivided, altered or changed so as to produce less area than hereby established unless approved by the City of Brentwood Planning Commission, or its successors.
12. All owners of lots in the subdivision shall consult with the City of Brentwood Department of Public Works before the installation of any driveway, culvert, or other structure within the dedicated roadway, and such placement or other construction shall be done in accordance with the rules and regulations of said Public Works Department.

13. The developers of this subdivision, or their agents, reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up any lot, if the same be reasonably required, charging the expense thereof to the owner which shall become a lien upon the lot, provided however that a notice thereof shall be recorded in the Register's Office for Williamson County, Tennessee, and no lien shall attach except upon the recording of such notice.

14. No houses shall be permitted to be moved from a former location and be placed or erected on any lot in this subdivision without the written consent of the developers of this subdivision.

15. The right of enforcement of each of these restrictive covenants is vested in the owner or owners of each and all of the lots in this subdivision and any owner of any lot shall have the right at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them by institution of any action at law, or a suit in equity for injunctive or other relief.

16. If any provision of this instrument should be declared void or inoperative by any court of competent jurisdiction the remaining provisions shall be in full force and effect.

17. Satellite dishes and their location must be approved by the Developer. Developer upon approval of location may require landscape screening as a condition of said approval.

HARDING UNIVERSITY, INC.

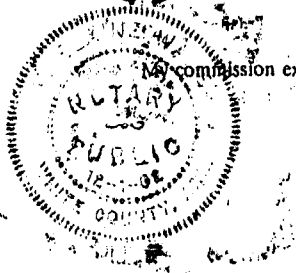
[Signature]
By:

Arkansas
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)
White

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Cott R. Theaker, Jr., with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon his oath acknowledged himself to be the Vice President of Harding University, Inc. the within named bargainor, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said [Signature], as such Vice President.

Witness my hand and official seal at Seneca, Arkansas Tennessee, this 14th day of May, 1993.

W. Elaine Wade
NOTARY PUBLIC



My commission expires: 12-01-2002

State of Tennessee, County of WILLIAMSON
Received for record the 25 day of
MAY 1993 at 9:40 AM. (REC# 52971)
Recorded in official records
Book 1077 Page 705-706
Notebook 51 Page 130
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 8.00, Total \$ 8.00,
Register of Deeds SADIE WADE
Deputy Register DARLENE ELEY